



AGREEMENT

BETWEEN

J.G. MACLELLAN CONCRETE COMPANY

AND

**TEAMSTERS LOCAL 49
AFFILIATED WITH THE
INTERNATIONAL BROTHERHOOD OF TEAMSTERS**

DRIVERS

JUNE 19, 2006 - APRIL 30, 2011

DRIVERS AGREEMENT

This Agreement made this 19th day of June, 2006 by and between the J.G. MacLellan Concrete Co. hereinafter referred to as the Employer and the Teamsters and Chauffeurs Local Union No. 49 hereinafter referred to as the Union, affiliated with the International Brotherhood of Teamsters, to govern all wages and other conditions as herewith set forth and shall be binding upon both parties hereto their heirs, successors and assigns until terminated or amended as hereinafter.

(1) Classifications

Hourly Rates of Pay

	Upon Agreement	5/1/07	5/1/08	5/1/09	5/1/10
Increase: 6/19/06	\$.50	\$.50	\$.50	\$.50	\$.50
	(to \$20.80)				
Transit Mix Drivers		\$21.30	\$21.80	\$22.30	\$22.80
Front End Loader		21.30	21.80	22.30	22.80
Batch Men		21.30	21.80	22.30	22.80
Sand & Gravel		17.32	17.82	18.32	18.82

ARTICLE XVI

HEALTH & WELFARE

(a) Commencing with the 19th day of June, 2006 and for the duration of the collective bargaining agreement between Local Union # 49 and the Employer, and any renewals or extensions thereof, the Employer agrees to make payments to Northern New England Benefit Trust for each and every employee performing work within the scope of and/or covered by this collective bargaining agreement, whether such employee is a regular, probationary, temporary or casual employee, irrespective of his status as a member or non-member of the Local Union, from the first hour of employment subject to this collective bargaining agreement, as follows:

Effective June 19th, 2006 for each hour or portion therefore, figured to the nearest quarter hour an employee receives pay or for which pay is due, the Employer shall make a contribution of **\$4.85** to Northern New England Benefit Trust but not more than **\$194.00** per week for any one employee from the first hour of employment in such week. **The Employee pays \$1.21 per hour not to exceed \$48.40 per week.**

Commencing with the 1st day of May 2007, the Company will pay eighty per cent (80%) of the applicable premium, and the employees will pay twenty (20%) of said premium.

Commencing with the 1st day of May 2008, the Company will pay eighty per cent (80%) of the applicable premium, and the employees will pay twenty (20%) of said premium.

Commencing with the 1st day of May 2009, the Company will pay eighty per cent (80%) of the applicable premium, and the employee will pay twenty (20%) of said premium.

Commencing with the 1st day of May 2010, the Company will pay eighty per cent (80%) of the applicable premium, and the employee will pay twenty (20%) of said premium.

For purposes of this section, each hour for which wages are paid or due, or any portion thereof, figured to the nearest quarter hour, as well as hours of paid vacation, paid holidays and other hours for which pay is due or received by the employee, shall be counted as hours for which contributions are payable. In computing the maximum amount due any week, there shall be no daily limit on the number of hours for any one day in such week, whether such hours are performed on straight time or overtime rates, but payments shall be made at the amount set forth above.

If a regular employee (as defined in the collective bargaining agreement) is absent because of illness or off the-job injury and notifies the Employer of such absence, the Employer shall continue to make the required contributions for a period of four (4) weeks, for forty (40) hours per week. If an employee is injured on-the-job, the Employer shall continue to pay the required contributions at the rate of forty (40) hours for each such week until the employee returns to work; however, such contributions for forty (40) hours shall not be paid for a period of more than twelve (12) months.

Any increase in hourly contribution to be paid by employees with pre-tax dollars under a Section 125 Plan to be implemented by the Company.

(b) The Employer agrees to Northern New England Benefit Trust and Declaration of Trust dated September 11, 1967 and accepts such Agreement and Declaration of trust, as amended and ratifies the selection of the Employer Trustees now or hereafter serving as such, and all action heretofore or hereafter taken by them within the scope of their authority under such Agreement and Declaration of Trust.

(c) The parties agree that the Benefit Trust adopted by the Trustees of the Fund shall all times conform to the requirements of the Internal Revenue Code so as to enable the Employer at all times to treat its contribution made to the Fund as a deduction for income tax purposes.

(d) It is also agreed that all contribution shall be made at such time and in such manner as the Trustee shall reasonably require and the trustees shall have the authority to have an audit of the payroll and wage records of the Employer for all employees performing work within the scope and/or covered by this collective bargaining agreement for the purpose of determining the accuracy of contributions to the Fund and adherence to the requirements of this section of the Agreement regarding coverage and contributions, such audit may, at the option of the Teamsters be conducted by an independent certified public accountant.

If the Employer shall fail to make contributions to the Benefit Trust by the twentieth (20th) day following the month during which the employee performed work or received pay or were due pay within the scope of this Agreement, up to and including the last completed payroll period in the month for which contributions must be paid, or if the Employer, having been notified that its contributions have been under reported and/or underpaid, falls within twenty (20) days after such notification to make any required self audit and/or contributions found to be due, the Local Union shall have the right, after an appropriate 72 hour notice to the Employer, to take whatever steps it deems necessary to secure compliance with this Agreement, any provisions of this Agreement to the contrary notwithstanding, and the Employer shall be responsible to the employees for losses resulting there from. Also the Employer shall be liable to the Trustees for all costs of collecting the payments due together with attorneys' fees and such interest liquidated damages or penalties which the Trustees may assess or establish in their discretion. The employer's liability for payment hereunder shall not be subject to the grievance procedure and/or arbitration if such provided in this Agreement.

It is understood and agreed that once a payment or payments are referred to an attorney for collection by the Trustees of the Fund and/or the Local Union, the Local Union and its business agents or chief executive officer shall have no right to modify, reduce or forgive the Employer with respect to its liability for unpaid contribution, interest, liquidated damages or penalty as may be established or assessed by the trustees in their discretion against the delinquent Employers.

(e) No oral written modification of this section regarding the Fund shall be made by the Local Union or the Employer and, if made, such modification shall not be binding upon the employees performing work within the scope of this Agreement and covered by this section or upon the Trustees of the Health and Welfare Fund.

Whenever an Employer signatory to this Agreement becomes delinquent in contribution owed to the Benefit Trust and the Local Union serves a 72 hour notice of delinquency, such Employer after satisfying the delinquency and becoming current, and then during the term of this Agreement becomes delinquent, shall be required to post a performance bond to satisfy the second delinquency and/or any further delinquencies during the term of this Agreement.

All Employers contribution hereunder shall post each month at each terminal or other place of business where employees have easy access thereto an exact copy of the remittance report form easy access thereto an exact copy of the remittance report form of contributions sent to the Fund.

All employees are expected to check the list each month and immediately notify the Local Union if proper contributions have not been paid on their behalf.

Failure of employees to check the list does not relieve the Employer of any and all liabilities hereunder.

ARTICLE XVII

PENSION

STANDARD PARTICIPATION AGREEMENT

1) The undersigned Employer and Local Union certify that the following provision is a part of their collective bargaining agreement regarding pension or retirement benefits and contributions for all employees performing work within the scope of and/or covered by the collective bargaining agreement between the Employer and the Local Union, and in the event of any conflict between these provisions and other provisions of such collective bargaining agreement, the terms and conditions set forth below shall prevail with respect to pension contributions and coverage:

PENSION

(a) This Pension Article shall supersede and prevail over any other inconsistent provisions or articles contained within this agreement.

(b) Commencing with the 19th day of June, 2006 and for the duration of the current collective agreement between Local Union # 49 and the Employer, and any renewals or extensions thereof, the Employer agrees to

make payments to the New England Teamsters and Trucking Industry Pension Fund for each and every employee performing work within the scope of and/or covered by this collective bargaining agreement ' whether such employee is a regular, probationary, temporary or casual employee, irrespective of his status as a member or non-member of the Local Union, from the first hour of employment subject to this collective bargaining agreement, as follows:

For each hour or portion thereof, figured to the nearest quarter hour for which an employee receives pay or for which pay is due, the Employee shall make a contribution of \$3.95 to the New England Teamsters and Trucking Industry Pension Fund but not more than \$158.00 per week for any one employee from the first hour of employment in such week.

Commencing with the 1st day of May, 2007 the said hourly contribution rate shall be \$4.15 but not more than \$166.00 per week for any one employee. Commencing with the 1st day of May, 2008, the said hourly contribution rate shall be \$4.36 but not more than \$174.40 per week for any one employee. Commencing with the 1st day of May, 2009 the said hourly contribution rate shall be \$4.58 but not more than \$183.20 per week for any one employee, and commencing with the 1st day of May 2010 the said hourly contribution rate shall be \$4.81 but not more than \$192.40 per week for any one employee.

For purposes of this section, each hour for which wages are paid or due, or any portion therefore, figured to the nearest quarter hour, as well as hours of paid vacation, paid holidays and other hours for which pay is due or received by the employee, shall be counted as hours for which contributions are payable. In computing the maximum amount due any week, there shall be no daily limit on the number of hours for any one day in such week, whether such hours are performed on straight time or overtime rates, but payment shall be made at the amount set forth above. If a regular employee (as defined in the collective bargaining Agreement) is absent because of illness or off-the-job injury and notifies the Employer of such absence, the Employer shall continue to make the required contributions for a period of four (4) weeks, for forty (40) hours per week. If an employee is injured on the job, the Employer shall continue to pay the required contribution at the rate of forty (40) hours for each such week until the employee returns to work; however, such contributions of forty (40) hours shall not be paid for a period of more than twelve (12) months.

(c) The Employer agrees to and has executed a copy of the New England Teamsters and Trucking Industry Pension Fund Agreement and Declaration of Trust dated April 11, 1958 and accepts such Agreement and Declaration of trust, as amended, and ratifies the selection of the Employer Trustees now or hereafter serving as such, and all action heretofore or hereafter taken by them within the scope of their authority under such Agreement and Declaration of Trust.

(d) The parties agree that the Pension Plan adopted by the Trustees of the New England Teamsters and trucking Industry Pension Fund shall at all times conform to the requirements of the Internal Revenue code so as to enable the Employer at all times to treat its contributions made to the Fund as a deduction for income tax purposes.

(e) It is also agreed that all contributions shall be made at such time and in such manner as the Trustees shall reasonably require; and the Trustees shall have the authority to have an audit of the payroll and wage records of the Employer for all employees performing work within the scope and/or covered by this collective bargaining agreement for the purpose of determining the accuracy of contributions to the Pension Fund and adherence to the requirements of this section of the collective bargaining agreement regarding coverage and contributions,

such audit may, at the option of the "Trustees, be conducted by an independent certified public accountant or a certified public accountant employed by the New England Teamsters and Trucking Industry Pension Fund.

If the Employer shall fail to make contributions to the Pension Fund by the twentieth (20th) day of the month following the month during which the employees performed work or received pay or were due pay within the scope of this collective bargaining agreement, up to and including the last completed payroll period in the month for which contributions must be paid, or if the Employer, having been notified that its contributions to the Fund have been underreported and/or underpaid, fails within twenty (20) days after such notification to make any required self-audit and/or contributions found to be due, the Local Union shall have the right after an appropriate 72-hour notice to the Employer, to take whatever steps it deems necessary to secure compliance with this agreement, any provision of this collective bargaining agreements to the contract notwithstanding, and the Employer shall be responsible to the employees for losses resulting therefrom. Also, the Employer shall be liable to the Trustees for all costs of collecting the payments due together with attorneys fees and such interest, liquidated damages or penalties which the trustees I may assess or establish in their discretion. The Employer's liability for payment hereunder shall not be subject to the grievance procedure and/or arbitration if such is provided in this Agreement.

It is understood and agreed that once a payment or payments are referred to an attorney for collection by the trustees of the New England Teamsters and trucking Industry Pension Fund and/or the Local Union, the Local Union and its business agents or chief executive officers shall have no right to modify, reduce or forgive the Employer with respect to its liability for unpaid contributions, interest, liquidated damages or penalty as may be established or assessed by the Trustees in their discretion against delinquent Employers.

(f) No oral or written modification of this section regarding pensions and retirement shall be made by the Local Union or the Employer and, if made, such modification shall not be binding upon the Employees performing work within the scope of this collective bargaining agreement and covered by this section or upon the Trustees of the New England Teamsters and Trucking Industry Pension Fund.

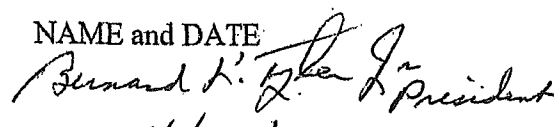
2. The parties agree that this Standard Participation Agreement shall be considered a part of the collective bargaining between the Local Union and the Employer and that no other agreement between the Employer and Local Union regarding pensions, or retirement is in effect or will be effective during the period covered by the collective bargaining agreement.

3. The expiration date of the present collective bargaining agreement between the Employer and Local Union is **April 30, 2011**. Copies of any renewal or extension agreement shall be furnished promptly to the Pension Fund, and if not consistent with the Standard Participation Agreement and/or Mandatory Contract Language or both required by the trustees, such non-conformity may be used by the Trustees as a basis for the termination of the participation of the Employer as a contributing employer to the Fund.

FOR THE LOCAL UNION: 49

FOR THE EMPLOYER: 

NAME and DATE


4/17/07

NAME and DATE

J. G. Van G/K 4/17/07

ARTICLE XX.

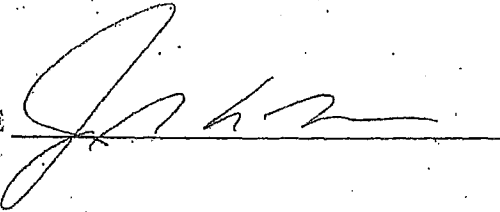
TERMINATION

This Agreement shall take effect on and all changes with respect to wages and conditions shall be effective from June 1, 2006 and shall remain in full force and effect through April 30, 2011 at midnight and shall then and therefore renew itself from year to year unless either party hereto gives written notice to the other party, not less than sixty (60) days prior to the date of expiration of a desire to change or amend the terms and conditions hereto.

FOR THE COMPANY:

FOR THE UNION:

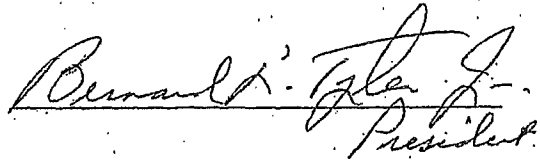
NAME



DATE

4-17-07

NAME



DATE

4/17/07